APPENDIX

"Now on the 24th day of January, 1955, it is agreed by and between the Oklahoma Furniture Manufacturing Company, a Delaware corporation, having its principal office in Guthrie, Oklahoma, hereinafter referred to as "Company", and A. D. Woodard, a resident of the City of Guthrie, State of Okla., hereinafter referred to as "Lessor", as follows:

(1) The Company is engaged in the transportation of its own property in intrastate and interstate commerce and desires to obtain by lease and to have operated in its business motor vehicle equipment owned by the Lessor.

(2) That the Lessor is the owner of certain motor vehicle equipment described in Schedule "A" attached hereto and made a part hereof, which equipment is available to be operated in the Company business under this agreement.

(3) The Company hereby leases from the Lessor the motor vehicle equipment described in Schedule "A" hereto attached and made a part hereof, and such additional equipment as may hereafter be specifically endorsed on said schedule.

(4) It is agreed that as the sole rental and consideration for the use of said motor vehicle equipment the Company agrees to pay the lessor rent as follows:

14c per mile for each mile traveled as hereinafter computed.

Where tandem trailer is furnished by the Company to be pulled by the lessor's equipment, the rate shall be 15c per mile for each mile traveled as hereinafter computed.

In addition thereto, on return loads of material which the Company purchases from others in the operation of its business, the Company will pay an additional 5c per mile on the back haul. Return merchandise shall be picked up by the lessor and returned to the Company plant and shall not be considered as a return load for the purpose of this agreement.

(5) The mileage referred to in paragraph (4) above is to be computed upon the regular highway mileage upon reports turned in by the lessor weekly; such reports to be audited by the Company at its office in Guthrie, Oklahoma, and subject to correction in favor of either party in the event it does not conform to the highway mileage.

(6) The motor vehicle equipment covered by this agreement shall be operated only by the lessor, or, in the event of his illness, disability, or in the event of the operation by the lessor of more than one piece of equipment at the same time, by a properly qualified driver who shall first obtain the written permission and approval of the Company.

(7) It is agreed that the consideration set forth in paragraph (4) is the sole rental and consideration for the use of such motor vehicle equipment and the lessor shall pay all operating costs arising from the operation of said vehicle equipment, including the cost of gasoline, oil, grease, repairs, maintenance, anti-freeze and such other costs as may be involved in the operation and maintenance of said equipment. Lessor further agrees to pay cash for all expenses and to permit no charges to be made to himself or to the Company.

Lessor agrees to keep and maintain said motor vehicle equipment at all times while in operation under this lease agreement in first class operating condition and in complete compliance with all safety rules and regulations

of all State and Federal regulatory bodies and in accordance with such safety rules and regulations as the Company may promulgate and such rules and regulations as the insurance carriers handling any part of the risks on said motor vehicle equipment may require.

The term "first class operating condition" shall include, but not be limited to, the requirement that the lessor keep said equipment clean at all times and washed with sufficient frequency to compare favorably in appearance with Company owned equipment.

All painting and lettering on leased equipment shall be done in accordance with the Company's specifications and shall include a statement in the manner and form as may be required by any statute, rule or regulation, that said equipment is owned and operated by the lessor under lease to the Company. All such lettering shall be at the expense of the lessor.

The Company shall have the right to reject the use of any equipment not in "first class operating condition" and such equipment shall not be used in the business of the Company until it shall have been placed in such condition.

In the event of the failure of lessor to pay the operating cost on such equipment, or to place the same in first class operating condition, as soon as is reasonably possible after notice to company, the company may, at its sole option cancel this agreement forthwith, or at its option pay the necessary operating costs and expenses and charge the same to lessor's account with the company.

(8) The company shall have the right to direct the use of the leased vehicle equipment for any and all lawful purposes in connection with its business and to designate

the trips and routes on which such equipment shall be used.

It is specifically agreed that the lessor will not, during the term of this agreement, haul any property belonging to any other person, firm or corporation during any part of any trip operated on behalf of the company, nor shall the vehicle be leased or rented to any other person, firm, or corporation during the term of this agreement.

(9) It is agreed that at no time shall any passenger be carried on said motor vehicle equipment or any persons other than the lessor, his employees, the employees of the company, or other persons expressly given written permission by the company.

(10 The lessor warrants that during the life of this agreement, he will not suffer nor allow said leased equipment to be in any way restricted by liens, encumbrances, mortgage, or held as security for any debt or obligation except with the express and written consent of the company.

(11) In consideration of the rental provided herein, it is agreed that the company shall not be liable to the lessor for wear, tear and depreciation resulting from the use of said leased equipment, nor shall the company be liable for any damage caused to said leased equipment by accident, theft, fire, or any other hazard or casualty, or by the acts of the lessor or his employees or by the acts of third parties, or resulting from Acts of God, or events beyond the control of the company.

(12) The company, in its discretion and at its expense, may carry insurance covering its property transported on said leased equipment during the period of this lease.

The company will have the name of the lessor endorsed as an additional assured upon its policies of property damage and public liability insurance covering the operation of motor vehicles and the additional premium incurred thereby shall be paid by the lessor. The company shall not carry collision, fire, theft, or any other type of insurance for the account of the lessor and if the lessor carries such insurance, it shall be at his sole cost.

The lessor shall comply with the Workmen's Compensation law with respect to any persons employed by him under this agreement to the extent required by any authority having jurisdiction over the matter and shall pay social security tax for any employee or for himself as a self-employed person, and premium for compensation insurance.

(13) The lessor shall at his own sole expenses procure Oklahoma commercial license plates to be used on said leased equipment. Lessor, for himself and for any agents, servants, and employees, agrees to obey all municipal, county, state and federal laws governing the use, operation, maintenance, safety regulations, license, tax, permit, certificate, chauffeur and driver, reckless driving, speed and such other laws as may come within the purview of this lease, and when violations are committed by the lessor, his agents, servants, or employees, the company may at its option charge the same against the sum retained under paragraph (16) until, in the judgment of the company, it is absolved of any and all blame and reimbursed for any expense by reason or because of such violation.

(14) If other motor vehicle equipment is furnished by the company to the lessor for use in connection with operation under this agreement, any such other equipment furnished to the lessor by the company shall remain at all

times the property of the company and shall be returned to the company by the lessor upon the termination of this agreement in substantially the same condition as when received by the lessor, reasonable wear, tear and depreciation excluded.

Where the lessor only furnishes a tractor and uses a company trailer, it is further agreed that the lessor shall be liable to the extent of $250.00 for any damage other than reasonable wear and depreciation occurring to said trailer while in his custody or attached to his tractor.

The limits of liability expressed above shall not relieve the lessor from his liability for conversion, theft, or embezzlement of such company trailer.

(15) The lessor shall not be liable for loss or damage to company property transported on or by said leased equipment except for losses due to his gross negligence or larceny, embezzlement or conversion of said property.

(16) It is expressly understood and agreed that the company shall retain from all rental compensation to be received by the lessor five percent thereof, said amounts to be retained by the company until the amount of $1,000.00 has been retained. The company shall have the right to charge against said fund any expense which it is forced to pay for the account of the lessor, or any expense which it is forced to pay for the account of the lessor, or any sums due the company under this contract, and in the event said fund is depleted below $1,000.00, shall have the right to make further deduction of five percent from rental compensation until such fund again reaches the sum of $1,000.00. Upon the termination of this agreement, said fund, less any proper charges by the company, shall be paid to the lessor.

(17) It is mutually understood and agreed that the company may cancel this agreement forthwith upon any material breach of the provisions of this agreement by the lessor, or in the event that the company is requested, or instructed by its insurance companies, or any regulatory body having jurisdiction over these operations to discontinue the use of the leased equipment. Either of the parties hereto shall have the right to cancel this agreement for any other cause or reason whatsoever upon the giving of a thirty (30) day written notice to the other party hereto.

(18) It is mutually understood and agreed that the failure of the company in any instance to exercise its option to cancel this agreement under the provisions of any of the paragraphs hereof, shall not be construed as a waiver of the rights of cancellation for any subsequent breach of the provisions of any of the paragraphs hereof by the lessor.

(19) The agreement is to take immediate effect and supersedes all prior written or verbal agreements between the parties hereto covering the same subject matter. This agreement shall remain in full force and effect for a period of one year from the date of the execution, unless sooner terminated by operation of law, or by mutual consent of the parties hereto, or by virtue of any other provision contained in this agreement. This agreement shall automatically be renewed for further periods of a year upon any anniversary date unless cancelled in accordance with the provisions of this agreement, or terminated by operation of law.

In witness whereof, the parties hereto have hereunto set their hands and seals the day and date first above written.

OKLAHOMA FURNITURE MANUFACTURING COMPANY,
a Delaware corporation, "company".

By /s/ T. N. Watter
Vice President

/s/ A. D. Woodard
Lessor

Address /s/ 618 East Springer

In the presence of:

/s/ L. M. Poer

/s/ Ada Belle Elder